

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

MCLAREN MACOMB

and

Case 07-CA-263041

**LOCAL 40 RN STAFF COUNCIL, OFFICE
AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION (OPEIU), AFL-CIO**

Larry Smith, Esq., for the General Counsel.
Dennis M. Devaney and Brian D. Shekell, Esqs. (Clark Hill PLC),
for the Respondent.
Scott A. Brooks, Esq. (Gregory, Moore, Brooks & Clark, PC),
for the Charging Party.

DECISION

Statement of the Case

ROBERT A. RINGLER, Administrative Law Judge. This case was heard on June 21, 2021. The complaint alleged, inter alia, that McLaren Macomb (McLaren) violated: §8(a)(1) by having employees sign furlough agreements containing confidentiality and non-disclosure provisions; and §8(a)(5) by directly dealing with employees over their furloughs and failing to give Local 40, RN Staff Council, Office and Professional Employees International Union (the Union) notice or a chance to bargain over the furloughs. On the record, I make the following

FINDINGS OF FACT¹

I. JURISDICTION

McLaren provides inpatient and outpatient medical care. Annually, it derives gross revenues exceeding \$250,000, and purchases and receives at its Michigan hospital goods exceeding \$5,000 directly from outside of Michigan. It is, as a result, engaged in commerce under §2(2), (6) and (7) of the Act. The Union is a §2(5) labor organization.

¹ Unless otherwise stated, factual findings arise from joint exhibits, stipulations, and undisputed evidence.

II. UNFAIR LABOR PRACTICES

A. *Unionization at McLaren*

On August 28, 2019, these McLaren employees voted to unionize (the Unit):

INCLUDED: All full-time and regular part-time bed control specialists; administrative assistants; imaging assistants; clerical associate-1s; clerical associate-2s; gift shop clerks; clinical care systems coordinators; office coordinators; dispatchers; couriers; EEG techs; operators; patient liaison meta bariatric; schedulers; surgical boarders; surgical supply specialists; cardiographic techs; critical care techs; lab assistants; perioperative techs; pharmacy tech-1s; pharmacy tech-2s; patient access representative-1s; patient access representative-2s; patient access representative-3s; patient experience representatives; respiratory equipment techs; staffing coordinators; patient bed sitter-2s; patient safety coordinators and systems specialists.

EXCLUDED: All biomedical tech-1s; biomedical tech-2s; biomedical tech- 3s; Accountant II; cardiovascular invasive specialist reg; case manager RN; clinical information specialist; clinical pharmacy specialist; clinical specialty coordinator; computer tomography techno; coordinated emergency preparedness; computer tomography techno lead; clinical transformation specialist; coordinated metabolic bariatric; coordinated surgical board; cytotechnologist; educator diabetes RN; educator patient care services; educator patient care service lead; executive assistant; executive assistant senior; exercise physiologist; imaging services instructor; infection preventionist; laboratory marketing rep; lactation consultant; librarian; mammography techno; mammography techno lead; marketing communication specialist; medical staff credentialing specialist; media relations specialist; medical laboratory tech; medical assistant; MRI technologist; MTQIP clinical reviewer; medical technologist; nurse extern; nurse intern; nuclear medicine technologist; nurse navigator breast health; nurse practitioner 3 specialty; OB technician II; occupational therapist; pathologist assistant; pharmacist; pharmacist lead; pharmacy buyer; pharmacy intern; physical therapist; physical therapist assistant; physical therapist assistant lead; physician liaison; polysomnographic technologist; polysomnographic technologist lead; preadmission testing techs; program managers; clinical risk patient safety; quality improvement specialist; radiology technologist; RN first assistant; respiratory intern; respiratory therapist reg; respiratory reg lead; social worker MSW; sonographer; sonographer cardiac; sonographer cardiac lead; sonographer lead; sonographer vascular reg; special procedure technologist; speech language pathologist; surgical tech; trauma data analyst; trauma performance IMP specialist; utilization review AP specialist RN; utilization review specialist; all other employees, managerial employees, temporary employees, contracted employees, confidential employees, guards and supervisors as defined in the Act.

On December 9, 2019, the Board certified the Union as the Unit's exclusive collective-bargaining representative. The parties are presently negotiating a first contract for the Unit.

B. *Furloughs*

In June and July 2020, McLaren approached several Unit employees about their selection for permanent furloughs. The Union was neither notified nor included in these discussions. These Unit employees (the furloughed workers) consequently signed *Severance Agreement, Waiver and Release* agreements terminating their tenure (the severance agreements):

Employee	Date	Severance Amount	Exhibit
Roxanne Baker	July 24, 2020	\$1,892.38	GC Exh. 2
Shanon Chapp	July 24, 2020	\$6,941.45	GC Exh. 3
Susan DeBruyn	June 10, 2020	\$2,263.52	GC Exh. 4
Amy LaFore	July 27, 2020	\$2,005.51	GC Exh. 5
Mona Matthews	July 31, 2020	\$2,284.85	GC Exh. 6
Brenda Reaves	June 10, 2020	\$5,140.80	GC Exh. 7
Patrina Russo	July 21, 2020	\$928.80	GC Exh. 8
Tameshia Smith	July 29, 2020	\$3,783.48	GC Exh. 9
Charles Stepnitz	July 30, 2020	\$2,043.55	GC Exh. 10
Linda Taylor	July 29, 2020	\$288	GC Exh. 11
Mary Valentino	July 25, 2020	\$1,676.23	GC Exh. 12

The severance agreements contained these confidentiality and non-disparagement clauses, which have been alleged to be unlawful:

6. Confidentiality Agreement. The Employee acknowledges that the ... Agreement ... [is] confidential and agrees not to disclose ... [it] to any third person, other than spouse, or as necessary to professional advisors for the purposes of obtaining legal counsel or tax advice, or unless legally compelled to do so by a court or administrative agency of competent jurisdiction.

7. Non-Disclosure. ... [T]he Employee ... agrees not to disclose information, knowledge or materials of a confidential, privileged, or proprietary nature of which the Employee has or had knowledge of, or involvement with, by reason of the Employee's employment. At all times hereafter, the Employee agrees not to make statements to Employer's employees or to the general public which could disparage or harm the image of Employer

(GC Exhs. 2-12).

Laura Gibbard, Regional Vice-President of Human Resources, credibly indicated that the COVID-19 pandemic began severely impacting McLaren's operations in March 2020, when the hospital terminated its outpatient services and began solely admitting trauma, emergency and COVID-19 patients. This prompted McLaren to decide to permanently furlough its non-essential staff in June 2020, including the furloughed Unit employees at issue herein. She described a crisis scenario at that time, which required the hospital to simultaneously juggle a COVID-stricken staff, a PPE shortage, a shutdown of its non-essential services, a dramatic expansion of in-patient COVID services, and increased mortalities associated with COVID. McLaren applied its *Severance Pay and Benefits Related to Workforce Reduction* policy to the furlough (GC Exh. 15), and its *Reduction in Force* policy (R. Exh. 2).

Vice-President Gibbard contended that COVID-19 created exigent circumstances, which excused McLaren from discussing the furloughs with the Union. She added that, to date, the Union has never sought bargaining over the furloughs or raised it during contract negotiations.

III. ANALYSIS

A. §8(a)(1) Allegations

The confidentiality and non-disclosure provisions in McLaren's severance agreements were lawful. In *Baylor University Medical Center*, 369 NLRB No. 43 (2020), the Board held that the employer lawfully included confidentiality and non-disclosure provisions in separation agreements, where the agreements provided severance monies and benefits that the affected employees would not have otherwise received. In making this finding, the Board noted that the severance agreements were voluntary, the confidentiality and non-disclosure provisions only applied to postemployment activities, and an employee's decision to enter into a separation agreement had no impact on their receipt of previously accrued benefits. *Id.*; see also *International Game Technology*, 370 NLRB No. 50, slip op. at 2 (2020)(finding that a separation agreement containing a non-disparagement was valid, where the employee's entry was voluntary, previously vested benefits were unaffected and the "case does not involve 8(a)(3) allegations or evidence of other unlawful discrimination, nor is there evidence that the Respondent proffered the Agreement under circumstances that would reasonably tend to interfere with the separating employees' ... Section 7 rights or those of their coworkers.").

The confidentiality and non-disclosure provisions in McLaren's severance agreements were lawful. The agreements were voluntary, only offered to separated workers, and did not impact their previously accrued benefits. This case also does not involve "[§]8(a)(3) allegations" or other circumstances interfering §7 rights as cited by *International Game Technology*.

B. §8(a)(5) Allegations

1. Permanent Furloughs

McLaren violated §8(a)(5), when it unilaterally offered furlough agreements to Unit employees without giving the Union notice or an opportunity to bargain. It is well-established that furloughs and layoffs are mandatory subjects of bargaining, which require notice and bargaining. See, e.g., *Thesis Painting, Inc.*, 365 NLRB No. 142, slip op. at 1 (2017); *Eugene Iovine, Inc.*, 353 NLRB 400 (2008), reaffirmed 356 NLRB 1056 (2011), affd. 371 Fed. Appx. 167 (2nd Cir. 2010), vacated on other grounds 562 U.S. 956 (2010); *Tri-Tech Services, Inc.*, 340 NLRB 894, 894 (2003).² Additionally, because the parties had not reached an impasse in their first contract bargaining, McLaren cannot defend its actions on this basis. It, thus, must show that its unilateral furloughs were somehow privileged. *Fresno Bee*, 339 NLRB 1214, 1214 (2003).

² Even though McLaren's decision was dually based upon the COVID-19 pandemic and the economics of eliminating non-clinical personnel, the Board has held that even decisions that are partially motivated by economic reasons remain mandatory subjects of bargaining. See, e.g., *Pan-American Grain Co.*, 351 NLRB 1412, 1413-1414 (2007) (layoffs due to both economic reasons and automation were a mandatory subject of bargaining).

McLaren's actions were not privileged by the COVID-19 pandemic. It is well-settled that bargaining is excused only where "extraordinary" and "unforeseen" events "having a major economic effect" demand that a business "take immediate action." *RBE Electronics of S.D.*, 320 NLRB 80, 81 (1995), quoting *Hankins Lumber Co.*, 316 NLRB 837, 838 (1995); see also *Ardit Co.*, 364 NLRB No. 130 at p. 5 (2016). For example, in *Ardit Co.*, the Board found that unilateral layoffs were not justified even though the company "lost a major contract" after a stop-work order and "its bid for another contract was unsuccessful." 364 NLRB No. 130 at p. 5. Moreover, the Board has found that adverse business circumstances such as "loss of significant accounts or contracts" and "operation at a competitive disadvantage" are insufficient to obviate a bargaining obligation, unless the evidence establishes "a dire financial emergency." *RBE Electronics of S.D.*, 320 NLRB at 81, citing *Farina Corp.*, 310 NLRB 318, 321 (1993) (loss of a customer account); *Triple A Fire Protection*, 315 NLRB 409, 414, 418 (1994), enf'd. 136 F.3d 727 (11th Cir. 1998).

McLaren failed to establish that its actions were privileged. It failed to show that the unforeseen events associated with the COVID-19 pandemic had a "major economic effect," which required immediate action. Although it demonstrated that COVID-19 presented a horrendous crisis that required it to temporarily divert its health care resources and encounter several difficult and unexpected social and operational changes, it failed to show that this turbulence caused a "major economic effect" requiring the immediate layoff of a dozen Unit workers from a workforce of 2,300 employees. McLaren failed to offer a single balance sheet or other financial statement, which supported its contention that economic necessity privileged an immediate furlough. In addition, it is hard to imagine that this very tiny, isolated Unit furlough would have provided a sizeable economic impact to a large hospital. Lastly, the fact that McLaren found time to bargain with the Union over the first collective-bargaining agreement and simultaneously handle other labor relations duties suggests that it could have found a narrow window to engage in pre-decision bargaining over these permanent furloughs. In sum, it failed to show that it was excused from bargaining over these furloughs.

2. Direct Dealing

McLaren violated §8(a)(5), when it engaged in direct dealing with Unit employees in connection with the furloughs. An employer engages in direct dealing when: it communicates directly with union-represented employees; its discussion was to establish or change wages, hours, and terms and conditions of employment or to undercut the union's role in bargaining; and the communication was made to the exclusion of the union. *El Paso Electric Co.*, 355 NLRB 544, 545 (2010). In this case, McLaren communicated directly with the furloughed Unit workers over their separations (i.e., which were mandatory bargaining topics) to the exclusion of the Union; this constituted direct dealing.

Conclusions of Law

1. McLaren is an employer engaged in commerce within the meaning of §2(2), (6), and (7) of the Act.

2. The Union is a §2(5) labor organization.

3. At all material times, the Union has been the designated bargaining representative of McLaren's employees in the following appropriate bargaining unit:

INCLUDED: All full-time and regular part-time bed control specialists; administrative assistants, imaging assistants; clerical associate-1s; clerical associate-2s; gift shop clerks; clinical care systems coordinators; office coordinators; dispatchers; couriers; EEG techs; operators; patient liaison meta bariatric; schedulers; surgical boarders; surgical supply specialists; cardiographic techs; critical care techs; lab assistants; perioperative techs; pharmacy tech-1s; pharmacy tech-2s; patient access representative-1s; patient access representative-2s; patient access representative-3s; patient experience representatives; respiratory equipment techs; staffing coordinators; patient bed sitter-2s; patient safety coordinators and systems specialists.

EXCLUDED: All biomedical tech-1s; biomedical tech-2s; biomedical tech- 3s; Accountant II; cardiovascular invasive specialist reg; case manager RN; clinical information specialist; clinical pharmacy specialist; clinical specialty coordinator; computer tomography techno; coordinated emergency preparedness; computer tomography techno lead; clinical transformation specialist; coordinated metabolic bariatric; coordinated surgical board; cytotechnologist; educator diabetes RN; educator patient care services; educator patient care service lead; executive assistant; executive assistant senior; exercise physiologist; imaging services instructor; infection preventionist; laboratory marketing rep; lactation consultant; librarian; mammography techno; mammography techno lead; marketing communication specialist; medical staff credentialing specialist; media relations specialist; medical laboratory tech; medical assistant; MRI technologist; MTQIP clinical reviewer; medical technologist; nurse extern; nurse intern; nuclear medicine technologist; nurse navigator breast health; nurse practitioner 3 specialty; OB technician II; occupational therapist; pathologist assistant; pharmacist; pharmacist lead; pharmacy buyer; pharmacy intern; physical therapist; physical therapist assistant; physical therapist assistant lead; physician liaison; polysomnographic technologist; polysomnographic technologist lead; preadmission testing techs; program managers; clinical risk patient safety; quality improvement specialist; radiology technologist; RN first assistant; respiratory intern; respiratory therapist reg; respiratory reg lead; social worker MSW; sonographer; sonographer cardiac; sonographer cardiac lead; sonographer lead; sonographer vascular reg; special procedure technologist; speech language pathologist; surgical tech; trauma data analyst; trauma performance IMP specialist; utilization review AP specialist RN; utilization review specialist; all other employees, managerial employees, temporary employees, contracted employees, confidential employees, guards and supervisors as defined in the Act.

4. Between June and July 2020, McLaren violated §8(a)(5) by permanently furloughing Unit employees without first notifying the Union and giving it an opportunity to bargain about its furlough decision and its effects.

5. Between June and July 2020, McLaren violated §8(a)(5) by bypassing the Union and dealing directly with Unit employees by soliciting them to enter into furlough agreements.

6. These unfair labor practices affect commerce within the meaning of §2(6) and (7).

Remedy

Having found that McLaren committed unfair labor practices, it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the

Act. Specifically, having found that McLaren violated §8(a)(5) by permanently furloughing Unit employees without first notifying the Union and giving it an opportunity to bargain, it shall offer affected Unit employees full reinstatement to their former jobs or, if such jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, and make them whole for any loss of earnings and other benefits suffered as a result of their unilateral furloughs. Backpay shall be computed in accordance with *F.W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010). In addition, McLaren shall compensate the furloughed workers for any adverse tax consequences of receiving a lump-sum backpay award, and file with the Regional Director for Region 7, within 21 days of the date the amount of backpay is fixed, either by agreement or Board Order, a report allocating the backpay award to the appropriate calendar years. *AdvoServ of New Jersey, Inc.*, 363 NLRB No. 143 (2016). In accordance with *King Soopers, Inc.*, 364 NLRB No. 93 (2016), enfd. 859 F.3d 23 (D.C. Cir. 2017), McLaren shall compensate the furloughed workers for their search-for-work and interim employment expenses regardless of whether those expenses exceed interim earnings. Search-for-work and interim employment expenses shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra. McLaren shall remove from its files all references to the unlawful furloughs and notify the affected workers in writing that this has been done and they will not be used against them in any way. It shall also post a notice under *J. Picini Flooring*, 356 NLRB 11 (2010).

On these findings of fact and conclusions of law, and on the entire record, I issue the following recommended³

ORDER

McLaren Macomb, Mount Clemens, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

a. Permanently furloughing bargaining unit employees in the following appropriate collective bargaining unit without first notifying the Union, as the exclusive collective-bargaining representative of these employees, and without affording the Union a chance to bargaining over this decision and its effects:

INCLUDED: All full-time and regular part-time bed control specialists; administrative assistants; imaging assistants; clerical associate-1s; clerical associate-2s; gift shop clerks; clinical care systems coordinators; office coordinators; dispatchers; couriers; EEG techs; operators; patient liaison meta bariatric; schedulers; surgical boarders; surgical supply specialists; cardiographic techs; critical care techs; lab assistants; perioperative techs; pharmacy

³ If no exceptions are filed as provided by §102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in §102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

tech-1s; pharmacy tech-2s; patient access representative-1s; patient access representative-2s; patient access representative-3s; patient experience representatives; respiratory equipment techs; staffing coordinators; patient bed sitter-2s; patient safety coordinators and systems specialists.

EXCLUDED: All biomedical tech-1s; biomedical tech-2s; biomedical tech- 3s; Accountant II; cardiovascular invasive specialist reg; case manager RN; clinical information specialist; clinical pharmacy specialist; clinical specialty coordinator; computer tomography techno; coordinated emergency preparedness; computer tomography techno lead; clinical transformation specialist; coordinated metabolic bariatric; coordinated surgical board; cytotechnologist; educator diabetes RN; educator patient care services; educator patient care service lead; executive assistant; executive assistant senior; exercise physiologist; imaging services instructor; infection preventionist; laboratory marketing rep; lactation consultant; librarian; mammography techno; mammography techno lead; marketing communication specialist; medical staff credentialing specialist; media relations specialist; medical laboratory tech; medical assistant; MRI technologist; MTQIP clinical reviewer; medical technologist; nurse extern; nurse intern; nuclear medicine technologist; nurse navigator breast health; nurse practitioner 3 specialty; OB technician II; occupational therapist; pathologist assistant; pharmacist; pharmacist lead; pharmacy buyer; pharmacy intern; physical therapist; physical therapist assistant; physical therapist assistant lead; physician liaison; polysomnographic technologist; polysomnographic technologist lead; preadmission testing techs; program managers; clinical risk patient safety; quality improvement specialist; radiology technologist; RN first assistant; respiratory intern; respiratory therapist reg; respiratory reg lead; social worker MSW; sonographer; sonographer cardiac; sonographer cardiac lead; sonographer lead; sonographer vascular reg; special procedure technologist; speech language pathologist; surgical tech; trauma data analyst; trauma performance IMP specialist; utilization review AP specialist RN; utilization review specialist; all other employees, managerial employees, temporary employees, contracted employees, confidential employees, guards and supervisors as defined in the Act.

b. Bypassing the Union as the exclusive collective bargaining representative of the Unit described above by dealing directly with employees by soliciting them to enter into individual furlough agreements.

c. In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed by §7 of the Act.

2. Take the following affirmative action necessary to effectuate the Act's policies

a. Before implementing any changes in wages, hours, or other terms and conditions of employment of employees in the Unit described above, notify and, on request, bargain with the Union as the exclusive collective-bargaining representative of these employees.

b. On request, bargain with the Union concerning its decision to furlough Unit employees and the effects of that decision.

c. Rescind the Unit furloughs that were unilaterally implemented in June and July 2020.

d. Offer full reinstatement to furloughed employees Roxanne Baker, Shanon Chapp, Susan DeBruyn, Amy LaFore, Mona Matthews, Brenda Reaves, Patrina Russo, Tameshia Smith, Charles Stepnitz, Linda Taylor and Mary Valentino to their former jobs or, if

those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges.

e. Make the furloughed employees whole for any loss of earnings and other benefits caused by their unlawful furloughs in the manner set forth in the remedy section of this decision.

f. Remove from its files any reference to the unlawful furloughs and within 3 days thereafter, notify the furloughed employees in writing that this has been done and that the furloughs will not be used against them in any way.

g. Compensate the furloughed employees for their search-for-work and interim employment expenses regardless of whether those expenses exceed their interim earnings.

h. File a report with the Social Security Administration allocating backpay for the furloughed employees to the appropriate calendar quarters.

i. Compensate the furloughed employees for the adverse tax consequences, if any, of receiving lump-sum back awards, and file with the Regional Director for Region 7, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year for each employee.

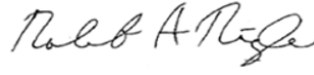
j. Within 14 days after service by the Region, post at its Mount Clemens, Michigan facility copies of the attached notice marked "Appendix."⁴ Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since June 10, 2020.

k. Within 21 days after service by the Region, file with the Regional Director for Region 7 a sworn certification of a responsible official on a form provided by the Region attesting to the steps the Respondent has taken to comply.

⁴ If this Order is enforced by a judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

Dated Washington, D.C. August 31, 2021

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A handwritten signature in cursive script, reading "Robert A. Ringler".

Robert A. Ringler
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT furlough our Unit employees in the following appropriate bargaining unit without first giving Local 40, RN Staff Council, Office and Professional Employees International Union (the Union) an opportunity to bargain over our decision and its effects:

INCLUDED: All full-time and regular part-time bed control specialists; administrative assistants; imaging assistants; clerical associate-1s; clerical associate-2s; gift shop clerks; clinical care systems coordinators; office coordinators; dispatchers; couriers; EEG techs; operators; patient liaison meta bariatric; schedulers; surgical boarders; surgical supply specialists; cardiographic techs; critical care techs; lab assistants; perioperative techs; pharmacy tech-1s; pharmacy tech-2s; patient access representative-1s; patient access representative-2s; patient access representative-3s; patient experience representatives; respiratory equipment techs; staffing coordinators; patient bed sitter-2s; patient safety coordinators and systems specialists.

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all other employees, managerial employees, temporary employees, contracted employees, confidential employees, guards and supervisors as defined in the Act.

WE WILL NOT bypass the Union as the exclusive collective bargaining representative of the above-described Unit by soliciting employees to enter into furlough agreements.

WE WILL NOT in any like or related manner interfere with, restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, before implementing any changes in wages, hours, or other terms and conditions of Unit employees, notify and, on request, bargain with the Union as their exclusive collective-bargaining representative.

WE WILL, on request, bargain with the Union concerning our decision to furlough Unit employees and the effects of that decision.

WE WILL rescind the furloughs of our Unit employees that were unilaterally implemented in June and July 2020.

WE WILL offer full reinstatement to furloughed employees Roxanne Baker, Shanon Chapp, Susan DeBruyn, Amy LaFore, Mona Matthews, Brenda Reaves, Patrina Russo, Tameshia Smith, Charles Stepnitz, Linda Taylor and Mary Valentino to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges.

WE WILL make the furloughed employees whole for any loss of earnings and other benefits resulting from their furloughs, less any net interim earnings, plus interest, and **WE WILL** also make them whole for their reasonable search-for-work and interim employment expenses, plus interest, regardless of whether those expenses exceed their interim earnings.

WE WILL compensate the furloughed employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and **WE WILL** file with the Regional Director for Region 7, within 21 days of the date the amount of backpay is fixed, either by agreement or Board Order, a report allocating the backpay awards to the appropriate calendar years for each employee.

WE WILL remove from our files any reference to the unlawful furloughs and within 3 days thereafter, notify the furloughed employees in writing that this has been done and that their furloughs will not be used against them in any way.

WE WILL remove from our files any reference to these furloughs, and **WE WILL**, within 3 days thereafter, notify each of the furloughed employees in writing that this has been done and that the furloughs will not be used against them in any way.

MCLAREN MACOMB

(Employer)

Dated _____ **By** _____
(Representative) **(Title)**

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

477 Michigan Avenue, Room 300, Detroit, MI 48226-2543
(313) 226-3200, Hours: 8:15 a.m. to 4:45 p.m.

The Administrative Law Judge's decision can be found at www.nlr.gov/case/07-CA-263041 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER (313) 335-8042.